

Owners' Association Standards (OA)

7.16 OA-01: Owners' Association Standards

This Owners' Association Standards section applies to the following types of development:



- A. Project Applicability: Any subdivision or development with common area, private streets, shared parking, amenity centers, shared or private utilities, community retention pond, and the like shall meet the Owners' Association Standards.
- B. Establishment of Owners' Association:
 1. *Perpetuity*: An owners' association shall be created in perpetuity to make decisions about and to maintain all common property and/or common facilities.
 2. *Organization*: An owners' association shall be a legally incorporated entity or shall be created by other legal mechanism which provides shared ownership or shared responsibility of common property and/or common facilities. A board of directors or other means for representation in decision-making shall be established.
 3. *Recording of Legal Mechanism*: The legal mechanism binding all property owners or vested parties shall be recorded in the Office of the Wayne County Recorder, and shall be cross referenced to each applicable lot or property.
 4. *Declaration of Covenants*: The owners' association shall be responsible for the administration of any covenants utilized to further restrict improvements and uses in the development. The "Declaration of Covenants" shall be recorded in the Office of the Wayne County Recorder following secondary plat approval (subdivisions) or Final Development Plan approval (planned developments or development plans) and prior to selling a lot or unit.
 5. *Commitments or Conditions of Approval*: Any covenant language that resulted as a commitment or condition of approval shall be included in the covenants or other legal document, and shall be clearly denoted as non-amendable by the owners' association.
 6. *Association Fee*: An association fee or other financial mechanism shall be included in the legal mechanism and be equal to the financial needs of the owners' association to maintain common property and/or common facilities, and to accumulate a reserve account for long-term large expenditures, emergencies, and contingencies.
- C. Contractual Obligations: Prior to the transition from the developer being responsible for common property and/or common facilities to the owner's association being responsible for common property and/or common facilities, the developer shall not enter into any contractual obligation on behalf of the owners' association that exceeds one (1) year. Once the owners' association is responsible, the renewal of such a contract shall be at the discretion of the owners' association.
- D. Required Language: The following content shall be reflected in the legal mechanism establishing the owners' association:
 1. *Retention Pond and Drainage Systems*: When a retention pond and/or other drainage systems are required or installed, the City shall not, now or in the future, be obligated to accept them as public infrastructure or to maintain those facilities. The owners' association, or lot owner of the lot in which the retention pond or other drainage system is located, shall bear the cost of such maintenance. In the event the owners' association fails to maintain the retention pond and/or other drainage facilities, the City may make the improvements and assess each property for the project cost plus administration costs.
 2. *Private Streets*: When private streets are installed, the City shall not, now or in the future, be obligated to accept private streets as public property. The City shall bear no financial responsibility for maintenance or replacement costs associated with private streets. The owners' association shall bear the cost of maintenance and replacement. In the event the owners' association fails to maintain private streets, the City may make the improvements and assess each property for the project cost plus administration costs.
 3. *Sidewalks*: When sidewalks are installed outside of a right-of-way, the City shall not, now or in the future, be obligated to accept the sidewalks as public property. The City shall bear no financial responsibility for maintenance or replacement costs. The owners' association shall bear the cost of maintenance and replacement. In the event the owners' association fails to maintain the sidewalks, the City may make the improvements and assess each property for the project cost plus administration costs.
 4. *Landscaping*: When landscaping installed in common areas or easements, the owners' association shall be responsible for maintaining the plant material in healthy condition, removal of dead or diseased vegetation, and/or replacement of landscaping, as necessary.

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5. *Right-of-way*: Once rights-of-way are platted, the City obtains ownership of the area within the right-of-way and retains the right to reasonably remove any tree or shrub impeding necessary work to be performed by the City and/or all public utilities, or other properly authorized users, regardless if the owners association is assigned financial, maintenance, or replacement responsibility. However, City action shall not result in an unnecessary or unfair financial burden to the owners' association.
- E. Enforcement: Failure of the owners' association to maintain an effective legal mechanism or failure of the owners' association to fulfill its responsibilities within that legal mechanism shall be deemed a violation of the Unified Development Ordinances and may be subject to *Article 10: Enforcement and Penalties*.